

**MEMORANDUM OF UNDERSTANDING (MoU)**

**Between**

**The Fundraising Regulator**

**And**

**Gambling Commission**

**May 2018**

# **1 Introduction**

- 1.1 This agreement is between the Gambling Commission (the Commission) and The Fundraising Regulator.
- 1.2 The scope of this agreement is to achieve a common understanding and set of standards where the parties can:
- Promote a common understanding of, and co-operation between, both parties in support of their legitimate interests
  - share information effectively in support of their legitimate roles and responsibilities
  - ensure appropriate consultation on matters of mutual interest
- 1.3 The Commission is an independent, non-departmental public body, sponsored by the Department for Culture, Media and Sport (DCMS). Under the Gambling Act 2005 the Commission regulates all gambling in Great Britain, apart from spread betting, in partnership with local Licensing Authorities. It does so in the public interest and through its statutory licensing objectives to:
- Prevent gambling from being a source of crime and disorder, being associated with crime and disorder or being used to support crime
  - Ensure that gambling is conducted in a fair and open way
  - Protect children and other vulnerable persons from being harmed or exploited by gambling
- 1.4 The Fundraising Regulator was established in January 2016 as the voluntary regulatory body for all charitable fundraising undertaken by charities registered in England, Wales and Northern Ireland.
- 1.5 The mission of the Fundraising Regulator is to carry out its independent and non-statutory regulatory role in a way that –
- protects the public, donors and potential donors, not least those who may be vulnerable, from unacceptable fundraising practices.
  - sustains and enhances public confidence in the charitable sector.
  - supports the sector to understand and carry out its responsibilities in engaging with the public, creating a positive donor experience.
  - promotes consistent fundraising standards across the UK.
- 1.6 This agreement is an expression of common understanding and it is not legally binding. No charges or disbursements will be made between the MOU parties for the sharing of information, unless previously agreed.

# **2 Information sharing**

## **2.1 Legal obligations**

- 2.1.1 To fulfil the above described roles effectively the parties need to share information with each other. This will help support their legitimate roles and responsibilities.
- 2.1.2 There are legal obligations regarding information sharing between the parties:
- Personal data
  - Confidential information

- 2.1.3 Personal data shall only be shared in accordance with all relevant data legislation and the Human Rights Act 1998 (HRA 1998):
- Personal data shall be processed in accordance with the data protection principles
  - An individual's right to privacy and family life (Article 8 of the European Convention of Human Rights incorporated by the HRA 1998) is only interfered with in accordance with the law, in pursuit of a legitimate aim, and necessary in a democratic society
  - With reference to relevant data protection legislation, information shall not be transferred outside of the European Economic Area (EEA) unless adequate levels of protection are confirmed
- 2.1.4 Information considered 'confidential' shall not be shared where an actionable breach may be brought, as defined by case law.

## **2.3 The information sharing process**

- 2.3.1 This process does not cover information that is already in the public domain.
- 2.3.2 The parties agree to share relevant information both pro-actively, i.e. where one party identifies information that is relevant to the other's role, and reactively, i.e. in response to a request where one party believes the other holds information relevant to their role.
- 2.3.3 No electronic or non-electronic pro-forma shall be required for the exchange of information unless specified by either party.
- 2.3.4 Procedures for notifying the other party of the transmission and receipt of sensitive information shall ensure all exchanges of information are traceable and that receipt, or otherwise cannot be plausibly denied.
- 2.3.5 Any specific technical and customary standards for the packaging, transmission, recording and reading of exchanged information shall be explicitly stated, otherwise standard commercial solutions shall be applied.
- 2.3.6 The Commission handles information in accordance with the United Kingdom government's Security Classification Policy and all marked information shall be handled in accordance with this criterion. Information not marked should be considered as 'OFFICIAL'.
- 2.3.7 Where other protective marking systems are used, the relevant parties shall agree common marking and handling guidelines.
- 2.3.8 The receiving party will verify that the request is lawful and compliant with this agreement and:
- Provide the required information where it exists in the agreed format promptly, or
  - Provide a negative response where the information does not exist, or
  - Refuse the request and provide an explanation for refusal
- 2.3.9 Requests should be dealt with within a reasonable time frame any substantial delays should be notified to the requestor.
- 2.3.10 Requests should be made to, and be authorised by, the designated Information Sharing Single Points of Contact (SPOCs) of both parties.
- 2.3.11 Shared information must not be further disclosed to any other party or used for a purpose alternative to any one stated without the consent of the originating agency.

- 2.3.12 Both parties will ensure that, to the best of their knowledge, shared information is as accurate, up to date and adequate for the purpose disclosed and where one party discovers this not to be the case, they will inform the originating party of this.
- 2.3.13 Exception to this process shall only be permitted where they are agreed to by both parties, there is a clear requirement (e.g. time-sensitive operations) or harm or injury could occur otherwise.

## **2.4 Information storage**

- 2.4.1 Both parties agree that shared information should only be retained for the period necessary to achieve the objectives of the disclosure.
- 2.4.2 Both parties will ensure that received information is attributable and traceable to the other by marking or referencing.
- 2.4.3 Both parties shall apply security controls to all processing of shared information including transmission, storage and destruction and that personal data shall be protected according to principle set out with the DPB 2018.
- 2.4.4 Both parties will ensure that staff handling protectively marked material are appropriately trained and vetted.

## **4 Management of the agreement**

- 4.1 The day-to-day responsibility for control and management of this agreement, and resolution of issues arising from its operation will be:

Gambling Commission: Programme Director Insight  
Fundraising Regulator: Head of Casework and Adjudication

- 4.2 Where issues cannot be resolved they may be escalated to:

Gambling Commission: Executive director

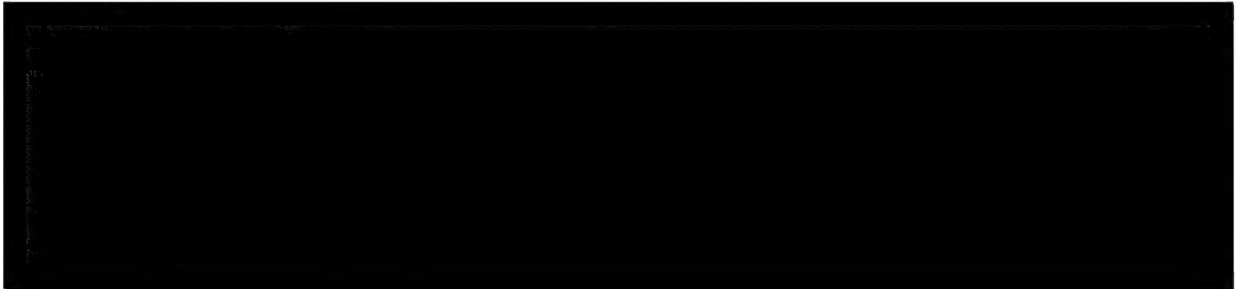
Fundraising Regulator: Chief Executive

- 4.3 In the absence of these persons other equivalent colleagues with same seniority may be delegated.
- 4.4 Where appropriate, both parties will promote and advance this agreement internally.
- 4.5 Where members of the public have cause for complaint against activities generated by the operation of this agreement, any complaint received by either of the parties to the agreement should be forwarded to the other for consideration without undue delay.
- 4.6 This agreement will be regularly reviewed by both parties working in conjunction. The next review date shall be April 2019.
- 4.7 Either party may cancel this notice by giving the other party 30 days notice in writing.

## 5 Authorisation of the MOU

- 5.1 This agreement formalises the arrangements for cooperation and the sharing of information between the Commission and Fundraising Regulator. Both Parties agree to abide by the terms of this Agreement.

Signed:  
For the Commission



Signed:  
For the Fundraising Regulator

